

CONTRACT PERIOD THROUGH NOVEMBER 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION
EQUIPMENT:
PRISONER TRANSPORT BUS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **NOVEMBER 7, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/cl
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT: PRISONER TRANSPORT BUS

1.0 INTENT:

The intent of this Invitation for Bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is Two (2) or more, **Bus, 21 Passenger**, to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

These specifications are intended to provide for the procurement of a medium duty, cutaway style commercial vehicle capable of transporting up to 21 passengers.

The specifications describe a vehicle constructed with an all steel frame and compliant with all current applicable standards and regulations.

The vehicle manufacturer shall be ISO 9001 certified. This certification shall apply to the bus manufacturing process (certification by another division or segment of a corporation not directly involved in the manufacturing of the bus shall not be deemed sufficient). A copy of the ISO 9001 certification (or related public information testifying to certification) shall be provided with the bid. Failure to provide certification with the bid will result in immediate rejection of the bid.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.1 CAPACITIES/DIMENSIONS:	
2.1.1 GVW – Min. 14,000	
2.1.2 Wheelbase – Approx. 176"	
2.1.3 Exterior Length Overall – Approx. 25'	
2.1.4 Exterior Width Overall – 96"	
2.1.5 Interior Height – Approx. 79"	
2.1.6 Fuel Capacity – Min. 55 gal.	
2.1.7 Passenger Capacity – Min. 21	
2.2 ENGINE:	
2.2.1 Type – Diesel, turbocharged	
2.2.2 Size - Min 5.9L	
2.2.3 Horse Power – Min. 260	
2.2.4 Cooling – Liquid, mfr.'s max no exceptions.	
2.2.5 Air Filtration – Mfr.'s max no exceptions.	
2.2.6 High Idle System – Factory installation.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.3 TRANSMISSION: (continued)	
2.3.1 <u>Type</u> - Automatic	
2.3.2 <u>Speeds</u> – Min. four with overdrive	
2.3.3 <u>Cooler</u> – Mfr.’s max, external design	
2.4 CHASSIS:	
2.4.1 <u>Type</u> – Cutaway or approve equal, with dual rear wheels.	
2.5 AXLES / SUSPENSION:	
2.5.1 <u>Front Capacity</u> – Min. 4600 lb.	
2.5.2 <u>Rear Capacity</u> – Min. 9450 lb.	
2.5.3 <u>Rear Axle Ratio</u> – Approx. 4.10	
2.5.4 <u>Shocks</u> – Mfr.’s max, front and rear	
2.5.5 <u>Stabilizers</u> – Mfr.’s max, front and rear	
2.6 BRAKE SYSTEM:	
Mfr.’s max, power assist, four-wheel anti-lock design.	
2.7 STEERING SYSTEM:	
Power assist	
2.8 WHEELS AND TIRES: (As specified or pre-approved size.)	
2.8.1 <u>Tires</u> – Six (6) like LT225/75R16 tires as supplied by the OEM. The tires shall have a minimum load range rating for the GVWR of the specified chassis.	
2.8.2 <u>Wheels</u> - Shall be OEM steel wheels properly rated for the GVWR of the chassis.	
2.8.3 <u>Spare</u> – One (1) like tire and wheel assembly, mounted on a carrier under the vehicle.	

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.9 ELECTRICAL:

- 2.9.1 Battery(s) – Mfr.’ s max, maintenance free type. Shall have sufficient CCA to start the engine at 0°F.
- 2.9.2 Alternator – Min. 160 amps
- 2.9.3 Chassis Wiring - The chassis electric system shall be OEM.
- 2.9.4 Coach Wiring:
 - 2.9.4.1 Type - Shall be heavy-duty, copper, fully insulated and protected from corrosion and abrasion damage, approved for motor vehicle use and of a sufficient gauge for the maximum amperage load of each circuit.
 - 2.9.4.2 Coding - Shall be color and / or function coded for circuit identification.
 - 2.9.4.3 Overload Protection - Each electrical circuit shall be protected by fuses or circuit breakers located in a panel separate from the OEM fuse panel.
- 2.9.5 Exterior Lighting - Headlamps with daytime running lamp feature shall be a halogen, sealed beam type with high and low beam operation. Turn signal lights shall be self-canceling design. Rear mounted, red combination stop and tail lamps shall be provided with turn signal lens, amber in color. Two (2) additional 7” amber turn signal lights to be installed at the top rear corners. One (1) vehicle accident avoidance light, red color, approx. 2” x 6” shall be install in a horizontal position at the rear center above the window. Side mount turn signal lights shall be provided.
- 2.9.6 Interior Lighting - Sufficient to light the interior for safety of movement. The interior lights shall operate with or without engine running. A minimum of six (6) dome light shall be mounted on the interior roof liner. All light switches shall be clearly identified and within easy reach of the driver.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.9.7 Radio Wiring – Bus shall be equipped with electrical wiring and co-axial antenna lead for a two-way radio.

2.9.8 Regulation Criteria – All electrical wiring, lighting components and decaling shall meet State and Federal DOT regulation, no exceptions.

2.10 AIR CONDITIONING:

2.10.1 Front - Standard from chassis O.E.M. minimum rating 12,000 to 19,000 BTU.

2.10.2 Rear - A/C industries model 553 Max or approved equal with a 3-fan, skirt mounted / condenser, rear ceiling mounted evaporator blowing toward front of vehicle, with a minimum rating of 67,000 BTU. An additional compressor shall be installed to supply the rear A/C system.

2.10.3 Controls - Each system shall have separate controls located in the driver's area.

2.11 HEATER:

2.11.1 Front - OEM installed high-output heater with windshield defroster.

2.11.2 Rear - A minimum 30,000 BTU auxiliary heater shall be installed in the passenger area below the rear seat.

2.11.3 Controls - Each system shall have separate controls located in the driver's area.

2.12 CAB:

2.12.1 Operator's Controls - Shall be placed to allow easy reach by the operator and be clearly marked as to function. Label tape shall not be allowed for control identification.

2.12.2 Instruments / Gauges: (Shall be OEM and include at a minimum, the following.)

2.12.2.1 Speedometer

2.12.2.2 Odometer

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.12.2.3 Voltmeter

2.12.2.4 Engine Oil Pressure Gauge

2.12.2.5 Coolant Temperature Gauge

2.12.2.6 Fuel Gauge

2.12.2.7 High-Beam Headlight Indicator

2.12.2.8 Turn Signal Indicator

2.12.2.9 Hazard Flasher Indicator

2.12.4 Horns - Dual OEM horns

2.12.5 Windshield Wipers - Dual 2-speed electric windshield wipers with intermittent delay and windshield washer system

2.12.6 Radio - AM/FM stereo, shall have two speakers in the front and rear.

2.12.7 Auxiliary Defrost Fan - An auxiliary defrost fan shall mounted above the dashboard on the right side of the vehicle.

2.12.8 Sun Visors - Shall be OEM

2.12.9 Mirrors:

2.12.9.1 Exterior Mirrors - Left and right exterior mirrors of not less than 78 square inches, each, mounted below the operator's eye level. Each mirror shall have a convex type mirror attached.

2.12.9.2 Interior Rear View Mirror - Day/Night type, fully adjustable.

2.12.9.3 Exterior Walk-Around Mirror - Front and rear mounted walk around / cross over mirrors shall be provided.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.12.9.4 Passenger Observation Mirror -
Shall be positioned to provide the driver with a clear view of the passengers.

2.13 BODY: (As specified or pre-approved equal.)

2.13.1 Structure - Body on chassis structure shall meet or exceed all FMVSS requirements including 220 roll-over standards. All body, skin and frame structures that meet those requirements will be approved.

2.13.2 Roof And Sidewall - Roof and sidewall construction shall be FRP/honeycomb construction which consists of a matrix of fiberglass reinforced plastic with an inner thickness of resin-hardened honeycomb craft material or steel sub-cage construction with galvanized steel or aluminum skin (bolted or riveted construction will not be acceptable). All roof body and side panels are to be completely insulated.

2.13.3 Insulation - 1 ½ " batt-type insulation or equal shall be provided throughout the roof and sidewalls for heat efficiency and noise repression.

2.13.4 Corrosion Protection - If steel or aluminum type construction is offered, all components must be cleaned and treated for corrosion resistance before assembly. Please submit information on body structure and construction.

2.13.5 Exterior Finish - The body exterior shall be of a finish that coordinates with the OEM finish provided with the vehicle cab and / or the special requirements of the procuring agency.

2.13.6 Waterproofing - The body shall be thoroughly water tested and made tight to prevent leakage.

2.13.7 Interior Finish - Gel coated fiberglass interior cab and ceiling liner, finished to provide a long lasting, low maintenance

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.13 BODY: (As specified or pre-approved equal.) (continued)

finish for transit applications. The interior finish shall coordinate with the exterior finish as provided by the OEM. All required signage and decals shall be included. Supply information on interior finish.

2.13.8 General Hazards - The vehicle shall be free of sharp corners, edges and protrusions that would present a hazard, both, on the exterior of the vehicle and in the passenger compartment. There shall be no exposed electrical wiring in the passenger compartment of the vehicle.

2.13.9 Bumpers - Front and rear bumpers shall be Romeo Rim impact absorbing or approved equal.

2.13.10 Tow Hooks - Two (2) tow hooks shall be secured to the vehicle frame at the rear of the bus.

2.13.11 Entry Doors - The vehicle shall be equipped with a double panel, outward opening entry door that will provide a clear opening minimum of 32 inches wide by approx. 84 inches tall. The doors shall be full panel glass that shall be 31% light transmittance, and a view window shall be provided forward of the doors. The doors shall operate manually with the control conveniently positioned for driver access.

2.13.12 Entry Steps - The entrance steps shall be covered with heavy-duty ribbed non-slip rubber wear plates with white safety nosing. Individual step risers shall not exceed 9 ½ inches in height. A step well light shall be mounted in the step-well and shall be of sufficient strength to fully illuminate the step area.

2.13.13 Floor:

Sub-floor shall be 3/4" ABX Marine Grade, plywood. All joints to be sealed with waterproof joint compound before the main flooring material is installed. The joints in any two layers of the floor shall not coincide. The sub-floor shall be covered

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.13 BODY: (As specified or pre-approved equal.) (continued)

with 1/8" thick smooth black transit flooring material under the seats. The aisle shall be covered with 3/16" (inch) thick ribbed rubber non-slip transit material. (Carpet is not acceptable.) The flooring material shall be coved at the floor to wall seam to allow for a smooth transition between the floor and walls for ease of cleaning. All floor covering must be securely and permanently bonded or attached to the sub-floor.

2.13.14 Windows:

2.13.14.1 Glass - All glass shall have the darkest legal tint per AZ State law.

2.13.14.2 Passenger Windows - Shall be approx. 41" high, 29" wide, transit style with top "T" slider.

2.13.14.3 Emergency Windows - Two swing-out type windows shall be located on each side of the bus. Each window clearly labeled as an emergency exit with instructions on operation.

2.13.15 Emergency Roof Escape Hatch - The escape hatch shall be incorporated into the roof of the passenger compartment.

2.13.16 Rear Storage Compartment - The storage compartment shall be approx. 30" deep full width and height of the bus. It shall have a single door (positioned in the center) approx. 44" wide and 60" high. Door and jam assembly shall be a heavy duty design, constructed with steel tubing framework and full length piano type hinge. Latch assembly shall be heavy duty lever type design with key lock. Floor construction shall be the same as the bus, refer to section 2.13.13.

2.13.17 Drivers Seat - A high-back recliner style with armrest. The seat shall be covered with a heavy duty durable cloth fabric (tan color). A (3) point lap and shoulder belt shall be provided.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.13 BODY: (As specified or pre-approved equal.) (continued)

2.13.18 Passenger Seats:

2.13.18.1 Type – FREEDMAN, Citiseats, fiberglass or plastic construction. mid-back type with a depth of approx. 17” and a minimum width of 16 ½” per passenger.

2.13.18.2 Spacing - Minimum of 30” as measured from seat back to seat back.

2.13.19 Stanchion and Grab Rails – All stanchion and grab rails shall be 1 ¼” in diameter and made of stainless steel with a non-slip finish. All stanchion and grab rails are to be mounted to provided a minimum space of 2 inches between the rail and any adjacent surface to allow for hand clearance. Entry hand rails shall be installed on the left or right side of the entry to assist passengers.

2.13.20 Modesty Panel - Modesty panel shall be installed on the left side of the entry area. Supports for the modesty panel should be fully padded, approximately 1 ¼ “ in diameter and made of stainless steel.

2.13.21 Antenna Mounting Plate And Cable – A stainless steel plate with a direct link to the battery ground shall be installed on the roof. Plate shall be of sufficient size for mounting a communication radio antenna. Coax antenna cable shall be installed with exit point at the mounting plate and under the center of the vehicle dash. Sufficient cable shall be provided at both exit points for equipment hook-up.

2.14 SAFETY EQUIPMENT:

2.14.1 Fire Extinguisher - 5 lb. DOT approved, installed in the vehicle in a highly visible, convenient, easy access location.

2.14.2 Safety Triangle Kit - Comprised of (3) three reflective safety triangles with storage box, installed in the vehicle in a convenient easy access location.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:** (continued)

(VENDOR TO STATE COMPLIANCE OF DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
<p>2.14.3 <u>Backup Alarm</u> - A waterproof 12VDC 97db alarm activated by the transmission reverse switch shall be installed at the rear in a protected area.</p> <p>2.14.4 <u>Tools</u> – Tire changing tools including a jack.</p> <p>2.14.5 <u>Regulation Criteria</u> – The complete bus with all components shall meet State and Federal regulation.</p>	
<p>2.15 RECEIVER HITCH / TRAILER PLUG:</p>	
<p>A class five receive hitch shall be install at the rear of the vehicle. Standard insert with 2” ball, pin and clip shall be included. A heavy duty universal six conductor trailer plug shall be install. The trailer plug shall be positioned such that it will not be damage if the rear of the unit drags the ground.</p>	
<p>2.16 MANUALS:</p>	
<p>2.16.1 <u>Operators Manual</u> – Minimum, Two (2)</p> <p>2.16.2 <u>PM / Maintenance Manual</u> – Minimum, Two (2) shall include lube and coolant quantities,</p> <p>2.16.3 <u>Repair Manual</u> – Two (2) complete set, to include overhaul on all components, electrical, emissions, drive-ability, wiring schematics and vacuum diagrams. A diagram of all vendor added wiring shall be supplied. Manual shall be delivered at the time the vehicle is delivered.</p>	
<p>2.17 WARRANTIES:</p>	
<p>2.17.1 <u>Vehicle Chassis Assembly</u> – Minimum, 36 mo. or 36,000 mi. “Bumper to Bumper”.</p> <p>2.17.2 <u>Diesel Engine</u> - Minimum of five (5) years or 100,000 miles.</p> <p>2.17.3 <u>Body Structure</u> – Minimum, five (5) years or 75,000 miles.</p> <p>2.17.4 <u>Minimum Warranty</u> – On any component not listed shall be 12 months (no exceptions).</p>	

2.18 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.19 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.20 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.21 VENDOR'S PROPOSAL COLUMN:

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.22 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 120 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.23 STOCK:

The Contractor shall be expected to stock locally sufficient quantities of repair parts as may be necessary to meet the County's needs.

2.24 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have fourteen (14) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.25 WARRANTY:

The minimum warranty period shall be ~~72~~ 12 months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.26 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.27 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.28 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.29 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.30 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.31 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.32 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.32.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.32.2 Vendor proposal column/section, MANDATORY

2.32.3 Pricing pages, MANDATORY

2.32.4 Copies of Catalogs/Pricing Documents, MANDATORY

2.32.5 Literature, Technical and Descriptive, MANDATORY

2.32.6 Vendor Information, MANDATORY

2.32.7 Agreement page, MANDATORY

2.32.8 References, MANDATORY

2.33 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.34 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.3 **SHIPPING:**

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.4 **SHIPPING DOCUMENTS**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.5 **TESTING:**

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.6 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.6.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.6.2 Documentation that names the replacement product or model.
- 3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.7 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.8.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.8.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.8.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.8.3 Certificates of Insurance.

3.8.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.8.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.8.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.8.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

ARIZONA BUS SALES, PO BOX 60038, PHOENIX, AZ 85082-0038

PRICING SHEET C231004/b0604342

NIGP COMMODITY CODE 07024

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

Two (2) or more **BUS 21-PASSENGER** in accordance with attached specifications: \$48,634.00 /each
(to include tire disp. fee)

Manufacturer/Model: 2003 Ford EL Dorado Aerotech 240

Warranty: Per Bid Specification

Delivery (days ARO): 90-120 Days

F.O.B. Destination: ☒ Yes ☐ No

Cutoff dates for ordering any of the listed items, if any. REQUIRED: July 15, 2003

OPTIONS: Will be used as part of bid award process.

1. Factory Extended Warranty - 72 mo, 100,000 mi.,
Chevrolet Major Guard, Ford Extra Care, or equal.

1.1 Deductible - \$0.00 \$ N/A /each

1.2 Deductible - \$50.00 \$ N/A /each

1.3 Deductible - \$100.00 \$ N/A /each

2. Cruise Control \$ INC /each

3. Tilt Steering Wheel \$ INC /each

4. Engine – Gasoline, 6.0 L V8 min. \$ N/A /each

5. Alternate Fuel Systems - (i.e. dedicated, bi-fuel combination fuels, compressed natural gas, liquid natural gas, propane, methanol, ethanol etc.) Please specify type(s) available and cost below.

5.1 Type ADD \$ 13,000.00 /each

5.2 Type ADD \$ 17,000.00 /each

5.3 Type \$ _____ /each

ARIZONA BUS SALES, PO BOX 60038, PHOENIX, AZ 85082-0038

Terms:	2% 10, NET 30
Federal Tax ID Number:	86-0634423
Vendor Number:	860634423
Telephone Number:	602/437-2255
Fax Number:	602/437-2758
Contact Person:	Dale Couturier
E-mail Address:	DCOUTURIER@ARIZONABUSSALES.COM
Company Web Site:	WWW.ARIZONABUSSALES.COM
Insurance Certificate	Yes
Contract Period:	To cover the period ending November 30, 2003